

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND
DEVELOPMENT
(DOTD)

REQUEST FOR PROPOSALS
FOR
MAINFRAME CLASS SERVER
TECHNICAL SUPPORT

Issued:
MAY 15, 2006

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1.0 ADMINISTRATIVE INFORMATION

1.1 Purpose and Background

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified businesses who are interested in providing on-site consulting services to the State of Louisiana, Department of Transportation and Development, Information Technology Section, located at 1201 Capitol Access Road, East Wing, Room 160, Baton Rouge, LA 70802-4438, (hereafter referred to as the "State") in the information technology area of Mainframe Class Server Technical Support. Attachment I of this RFP contains the detailed Statement of Work, qualifications, and deliverables that the State requires.

1.2 Definitions

- A. Mandatory Requirements – The terms "shall", "will", and "must" denote mandatory requirements.
- B. Permissible Action – The terms "should" and "may" denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.
- D. Discussions – For the purposes of this RFP, a formal, structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.

1.3 Expected Time Period for Contract

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on July 1, 2006 through June 30, 2007. The State has the right to renew the contract for two (2) additional twelve (12) month periods with the concurrence of the Contractor and all appropriate approvals.

1.4 RFP Coordinator

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Ms. L. A. Alford
Louisiana DOTD
Information Technology Section 13
East Wing – Room 160
1201 Capitol Access Road
Baton Rouge, LA 70802-4438

Telephone: 225-379-1812
FAX: 225-379-1635
EMAIL: lalford@dotd.louisiana.gov

1.5 Proposer Inquiries

The State will consider written proposer inquiries regarding the RFP before the date specified in the Calendar of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received by the RFP Coordinator at the above address, FAX number, or email address, by 3:30 p.m., Central Standard Time, (CST), on the date specified in the Calendar of Events. The State shall respond in writing to written communications. Only

Dom Cali, IT Director, has the authority to officially respond to the proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State. Such response shall constitute an addendum to the RFP. The State shall mail copies of its written responses to written comments to all known potential proposers.

1.6 Calendar of Events

<u>Event</u>	<u>Date</u>
Advertise RFP and mail public announcements	May 15, 2006
Deadline for Receiving Proposer Inquiries	May 29, 2006
Issue Responses to Proposer Inquiries	June 1, 2006
Proposal Submission Deadline	June 15, 2006

NOTE: The State reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

2.0 PROPOSAL RESPONSE INSTRUCTIONS

2.1 Cost of Preparing Proposals

The State is not liable for any costs incurred by prospective proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the proposer in responding to this RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by the State.

2.2 Location for Proposal Response Submission

Proposals from proposers who are interested in providing consulting services under this RFP must be received by the RFP Coordinator on or before 3:30 p.m., Central Standard Time (CST) on the date specified in the Calendar of Events. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. FAX and/or email delivery of the proposal package does not constitute official delivery of the proposal. The proposal package must physically be delivered at the proposer's expense to:

NOTE: One original hard copy must, and six copies of the proposal should, be received by the State. At least one (1) copy shall contain original signatures; that original should be CLEARLY marked or differentiated from the other copies. This original will be retained for incorporation into any contract resulting from this RFP.

U.S. Mail

Louisiana DOTD
Information Technology Section 13
East Wing – Room 160
P.O. Box 94245
Baton Rouge, LA 70804-9245
ATTN: L. A. Alford

Hand Delivery or Courier

Louisiana DOTD
Information Technology Section 13
East Wing – Room 160
1201 Capitol Access Road
Baton Rouge, LA 70802-4438
ATTN: L. A. Alford

Softcopy: A softcopy of the proposal is also required. Please email this to the RFP Coordinator @ the email address: lalford@dotd.louisiana.gov In no way does this email of the proposal exempt the proposer from the requirement of the State's physical receipt of the hardcopy by the deadline specified above and in the Calendar of Events of this RFP.

2.3 Proposal Format

The proposal submitted as a response to this RFP should respond to all areas requested and should follow the format that is outlined in Attachment VII.

2.4 RFP Addenda

The State reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

2.5 Notices to Proposers

Each proposer is solely responsible for the accuracy and completeness of its proposal. The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by the State or the proposer. The State, at its option, has the right to request clarification or additional information from the proposer on its proposal.

2.6 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find evidence in the proposal that the proposer:

- A. Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- B. Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- C. Is able to comply with the proposed or required time of delivery or performance schedule;
- D. Has a satisfactory record of integrity, judgment, and performance; and
- E. Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

2.7 Cost Proposal

The proposer shall submit a proposal with a signed and completed Price Schedule as shown in Attachment II, which shall include the proposer's total cost to perform the services called for by the contract.

2.8 Certification Statement

The proposer must sign and submit the Certification Statement shown in Attachment VI.

2.9 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.10 Board Resolution

If the proposer is a corporation, a certified copy of a board resolution must be submitted in the proposal. If the proposer is not a corporation, a signature of authority letter must be submitted in the proposal. This will prove such authority to sign documents on behalf of the organization. All documents requiring a signature in the proposal must be signed

by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.

2.11 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

2.12 Withdrawal and Re-submission of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal due date.

2.13 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables referenced in the RFP and/or proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however should acknowledge in their proposals total responsibility for the entire contract. If a subcontractor will be used, the proposer should clearly identify any subcontractor arrangements.

If the proposer intends to subcontract for portions of the work, the proposer should include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for furnishing any of the work and professional services herein contracted for without the express written approval of the State.

2.14 Ownership

All materials submitted in response to this RFP become the property of the State. Selection or rejection of a proposal does not affect this right.

2.15 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.16 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected proposer will become part of any contract initiated by the State.

The selected proposer will be expected to enter into a contract which is substantially the same as the sample consulting services contract included in Attachment VIII of this RFP. In no event is a proposer to submit its own standard contract terms and conditions as a response to this RFP. The proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected proposer. If the contract negotiation period exceeds fifteen (15) days or if the selected proposer fails to sign the contract within fifteen (15) business days of delivery of it, the State may elect to cancel the award and award the contract to the next-highest-ranked proposer.

2.17 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

3.0 EVALUATION AND SELECTION

3.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the State, which will determine the proposal most advantageous to the State.

3.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance with the administrative and mandatory requirements will be rejected from further consideration.

3.3 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. Please note that all proposals need to be as explicitly clear as possible. The sole medium used for the evaluation process will be the materials provided in the proposals. No interviews, oral presentations, etc. will be held. The evaluation will be conducted according to the following:

Technical Proposal Selection Criteria	60 Points
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- The proposal will be reviewed for technical merit based on its appropriateness to the performance of the State requirements, its applicability to the State environment, and its effective utilization of Contractor and State resources. The evaluation will be based on the information in the proposal. The criteria explained below will be used to assign a score for each proposal. Proposals will then be ranked according to the scores received as a result of the evaluation process. Each proposal will be rated from zero (0) to twenty (20) in the following three (3) categories:

- Corporate Background and Experience
- Past performance on Similar Projects
- Proposed Project Staff (Skills and Capabilities Chart)

Cost Proposal Selection Criteria

40 Points

The following formula will be used to assign points based on cost:

$$\frac{\text{Maximum Price Points}}{X} \times \frac{\text{Price of Lowest Proposal}}{\text{Price of Proposal being Rated}} = \text{Proposal Price Points}$$

- Prices proposed should be submitted on the Price Schedule furnished in Attachment II.
- Prices proposed shall be firm and shall include all travel and project expenses.

The Evaluation Team will total the scores for the Technical and Cost for each proposal and make a recommendation to the head of the agency on the basis of highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

3.4 Announcement of Contractor

The State will notify the successful proposer and proceed to negotiate terms for a final contract. Unsuccessful proposers will be notified in writing accordingly.

4.0 GENERAL CONTRACTOR REQUIREMENTS

4.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to LA R.S. 12:301-302 from the Secretary of State of Louisiana before the contract is executed.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana before the contract is executed.

4.2 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the State.

4.3 Billing and Payment

The State shall pay the Contractor on a monthly basis, in arrears. The Contractor shall invoice the State after the end of the month, for hours expended in the previous month, at the billing address designated by the State. Payments will be made by the State within approximately thirty (30) days after receipt of, and approval by, the State. Invoices shall include the contract title and purchase order number. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

ATTACHMENT I
MAINFRAME CLASS SERVER TECHNICAL SUPPORT
STATEMENT OF WORK

Functional and Technical Requirements

Project Objectives

The State, with its headquarters in Baton Rouge, Louisiana and District Offices statewide, has a complex information technology environment comprised of an enterprise mainframe server along with robust LAN/WAN client/servers. This environment includes mainframe operating system software, network software and online applications, along with client/server and web based applications. As with any complicated operating environment, problems can occur, such as configuring a complicated networking environment to software malfunctioning. With a limited number of full time technical support staff responsible for supporting a large number of software packages, operating systems, networking needs and users, additional resources are needed to assist with identifying and resolving issues. The person providing this assistance must be highly skilled in many areas, and have extensive experience in multiple areas as identified in the following Task Description. Problems cannot be identified and documented prior to their occurrence, therefore the objective of this RFP is to obtain on-site supplemental technical software staff support by one dedicated individual for an average of 110 hours per month on an as needed basis (**total for the fiscal year, not to exceed 1600 hours**).

Tasks and Services Required

Tasks will include providing assistance and support services in the areas of problem resolution, installation, configuration, and testing for the following:

- Software on the State's IBM z/Series Enterprise Server
 - z/OS operating system
 - OMEGAMON – Classic
 - OMEGAMON XE
 - WEBFOCUS
 - Content Manager JAVA API
 - Content Manager eClient
 - LINUX for zSeries
 - CICS Transaction Server subsystem
 - Hierarchical Storage Manager (HSM)
 - Content Manager/Document Management System
 - TCP/IP
 - InfoPrint Server subsystem
 - Assembler
 - C/C++, Unix System Services Scripts
 - WebSphere
 - Software Configuration and Library Manager (SCLM)
 - Resource Management Facility (RMF)
 - Interactive Problem Control System (IPCS) dump and debugging tool
 - PM390 performance tool
 - Parallel Sysplex

- Other operating environments, specifically as related to the Enterprise Server interoperability
 - Microsoft Windows 2000/XP
 - UNIX/Linux
- Support for SUSE –SLES9
 - Install and Support
 - SLES 9/LINUX
 - Domino
 - LEI
 - DB2
 - TSM
 - IBM Director
- Educating the State’s IT Staff via skills transfer
- Enterprise Server Operating System (z/OS) operating tasks.
- Backup/Technical assistance to the State’s system support staff for operational problems
- Problem identification and resolution for system problems and ABENDS
- Participation in installation, configuration, and testing of z/OS and its components
- Participation in planning sessions for new versions and releases of operating system and subsystems
- Participation in capacity planning and performance management for both operating system and applications
- Attend status meetings, system assurance meetings and planning meetings as required.
- Test System, provide an isolated test system of the latest z/OS, WebSphere, DB2 and CICS for demo and education purposes.

Contractor shall make available to the State one (1) technically competent person for the purpose of providing the services required. There will be many tasks, directly dependent upon the nature of the assistance required. For each task, completion criteria are directly dependent upon the nature of the assistance required during the term of the contract. For each issue or task, completion is resolution, along with the documentation of the task and its resolution in the Monthly Status Report, which is a contract deliverable explained later in this RFP.

Proposer’s Qualifications

The proposers for this technical specialty area should provide the following information to demonstrate their knowledge, skills and experience, to support the State’s enterprise infrastructure and operational environment. The proposer must have a minimum of ten (10) years experience with IBM z/OS, MVS, OS/390 (used interchangeably) operating system and the CICS subsystem.

The proposer shall demonstrate that the one (1) individual dedicated to this contract has the following specific skills and capabilities in the majority of the technology on the following pages by completing the Skills and Capabilities chart in Attachment III:

SKILLS & CAPABILITIES CHART

Component	Installation	Setup	Customization	Operation	Tracing Debugging
CICS Transaction Server	X	X	X	X	X
Content Manager	X	X	X	X	X
Content Manager – API JAVA	X	X	X	X	X
DB2			X	X	X
IBM Debug Tool	X	X	X	X	X
Information Integrator for Content	X	X	X	X	X
Firewall	X	X	X	X	X
HCD			X	X	X
HSM	X	X	X	X	X
IMS Databases	X	X	X	X	X
Infoprint Server	X	X	X	X	X
Infoprint Server Exits	X	X	X	X	X
Infoprint Server Transforms	X	X	X	X	X
IPCS	X			X	X
ISPF	X	X	X	X	X
JES2	X	X	X	X	X
LDAP	X	X	X	X	
MSYS for Operations	X	X	X	X	X
NFS	X	X	X	X	X
OMEGAMON - Classic	X	X	X	X	X
OMEGAMON XE	X	X	X	X	X
Parallel Sysplex DB2 Tape Switching HCD CFRM – Policies	X	X	X	X	X
RACF	X	X	X	X	X
RMF	X	X	X	X	X
RMM	X	X	X	X	X
SCLM	X	X	X	X	X
SMP/E	X	X	X	X	
SMS – incl. OAM and ACS coding	X	X	X	X	X
SNA/SNI Enterprise Extender	X	X	X	X	X
TCP/IP	X	X	X	X	X
Telnet 3270 Secure and Non Secure Both HOD/PCOM	X	X	X	X	X
Tivoli Storage Manager	X	X	X	X	X
Unix System Services	X	X	X	X	X
WLM	X	X	X	X	X
Netview & Netview Automation	X	X	X	X	X
IBI Webfocus	X	X	X	X	X

Systems Management				
Competency	Performance	Configuration	Problem	Change
Operating System ZOS and Subsystems	X	X	X	X
Applications CICS, DLI, DB2 and Batch	X	X	X	X
WebSphere Application Server	X	X	X	X
Webfocus	X	X	X	X

Systems Application Development				
Environment	Coding	Testing	Training	Documentation
Assembler – Exits (JES/Infoprint)	X	X	X	X
C/C++ for z/OS	X	X	X	X
COBOL	X	X	X	X
REXX for z/OS	X	X	X	X
ISPF Dialog Services	X	X	X	X
Unix System Services Scripting	X	X	X	X
JAVA	X	X	X	X

Capacity Planning		
Area	Perform	Present
Computer Complex and Peripherals (Operating System)	X	X
Applications	X	X

Deliverables Required

An average of 110 hours per month of on-site supplemental technical staff support with technical issues is required (total for the fiscal year, **not to exceed 1600 hours**). These technical issues/tasks shall be documented in the Monthly Status Report to be submitted to the State's Technical Support Supervisor, the IT Deputy Director and the IT Director. The number of hours expended during the month for each task shall also be included on the Monthly Status Report.

Acceptance of Deliverables

Except where the contract will provide for different criteria, work will be accepted if it has been performed in accordance with the nature of the assistance required and the issue is resolved.

- **Submittal and Review.** Upon written notification by Contractor that a Deliverable is completed and available for review and acceptance, the State will promptly review the Deliverable, verifying that the issue has been resolved. A failure to deliver all or any essential part of a Deliverable shall be cause for non-acceptance.
- **Notification of Acceptance or Rejection.** If the State disapproves a Deliverable, the State will notify the Contractor in writing of such disapproval, and will specify those items which, if modified or added, will cause the Deliverable to be approved. With respect to rejected Deliverables, the parties agree to repeat the process for a maximum of three (3) iterations. The payment by the State for completed tasks is contingent upon correction of all such deficiencies and acceptance by the State.

State's Responsibilities

- A. The State will provide timely access to the State's staff and documentation as required in completing each of the tasks.
- B. The State will provide a Subject Matter Expert (SME) to be available on an as-needed basis.
- C. The State will provide timely reviews of submitted work products and approve such deliverables when completion criteria are met.
- D. The State will convey and issue correspondence to appropriate State personnel on the purpose, significance, and importance of the project.
- E. The State will provide one office cubicle, local telephone service, a desktop workstation equipped with MS Office Suite, LAN connection to the State's network and Internet, internal email connection, limited use of copiers and miscellaneous office supplies.
- F. The State will be responsible for the supervision, direction, and control of its own personnel.
- G. The State will provide safe and free access to those facilities needed to conduct project tasks.
- H. For each issue or task where the State needs assistance, the State will provide the Contractor with a general description of the assistance needed.
- I. The State will provide a State Project Manager, who is familiar with the State's information technology and operating environment, for the duration of the contract.

Contractor Responsibilities

1. The Contractor will provide one (1) competent and qualified individual on-site for the life of the contract.
2. The Contractor shall provide 24 hour access to a knowledge database with questions/answers on z/OS usage and support issues.
3. The person/individual assigned to this contract will be available for the State's Technical support core hours – 9:00 a.m. to 3:00 p.m. Monday through Friday. The person assigned to this contract will also be available on an on-call basis during hours outside the core business hours.

4. The services provided by the Contractor to accomplish the services required by this RFP shall be under the control, management, and supervision of the Contractor, unless stated otherwise.

**ATTACHMENT II
PRICE SCHEDULE**

A Price Schedule, like the one below, must be included as part of the proposal. The hourly rate shall be inclusive of all costs, including travel and taxes.

**TOTAL PRICE SCHEDULE
For Mainframe Class Server Technical Support**

Personnel:

1 Consultant @ 1600 hours each X \$ ____/hour = \$ _____(Total Cost)

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

ATTACHMENT III SKILLS AND CAPABILITIES CHART

Indicate the skills and capabilities by placing an X in each applicable box (cell).

Component	Installation	Setup	Customization	Operation	Tracing Debugging
CICS Transaction Server					
Content Manager					
Content Manager – API JAVA					
DB2					
Information Integrator for Content					
Firewall					
GRS					
HCD					
HSM					
IMS Databases					
Infoprint Server					
Infoprint Server Exits					
Infoprint Server Transforms					
IPCS					
ISPF					
JES2					
LDAP					
MSYS for Operations					
MSYS for Setup					
NFS					
Parallel Sysplex DB2 Tape Switching HCD CFRM – Policies					
RACF					
RMF					
RMM					
SCLM					
SMP/E					
SMS – including OAM and ACS coding					
SNA/SNI Enterprise Extender					
TCP/IP					
Telnet 3270 Secure and Non Secure Both HOD/PCOM					
Tivoli Storage Manager					
Unix System Services					
WLM					
Netview & Netview Automation					
IBI Webfocus					

Systems Management				
Competency	Performance	Configuration	Problem	Change
Operating System ZOS and Subsystems				
Applications CICS, DLI, DB2 and Batch				
WebSphere Application Server				
WebFocus				

Systems Application Development				
Environment	Coding	Testing	Training	Documentation
Assembler – Exits (JES/Infoprint)				
C/C++ for z/OS				
COBOL				
REXX for z/OS				
ISPF Dialog Services				
Unix System Svcs Scripting				
JAVA				

Capacity Planning		
Area	Perform	Present
Computer Complex and Peripherals (Operating System)		
Applications		

I hereby certify that the individual listed below, who is proposed to be dedicated to this contract, has the skills and capabilities as checked and indicated in the attached chart.

Printed Individual's Name: _____

Authorized Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

ATTACHMENT IV - CURRENT ENVIRONMENT

LIST OF ENTERPRISE BASE SOFTWARE

z/OS	1.7.0	5694-A01	IBM
JES2, RMF, & DSS/HSM/RMM			
Security Server			
InfoPrint Server			
C/C++ Compiler & Library			
HL Assembler & Toolkit	1.4.0		
GDDM	3.2.0		
GDDM-PGF	2.1.3		
DF/Sort	1.15.0		
SMP/E	3.4.01		
InfoPrint Transforms	2.1.0	5655-N60	IBM
to PCL		5655-P19	IBM
to PDF		5655-P20	IBM
Page Printer Formatting Aid	1.1.0	5688-190	IBM
DCF	1.4.0	5748-XX9	IBM
AFP Font Collection	2.1.1	5648-B33	IBM
CustomPac Data Collect. Util.	1.1.1	5695-129	IBM
VVDS Fix Utility			IBM
Ditto/ESA	1.3.0	5655-103	IBM
Tivoli Storage Manager	5.3.1.0	5698-A11	IBM
Tivoli Omegamon XE for z/OS	3.1.0	5698-A59	IBM
Tivoli Netview	5.2.0	5697-ENV	IBM
IBM Debug Tool	6.1.0	5655-P15	IBM
XF Assembler	1.2.1	5752-SC1	IBM
Assembler H	2.1.0	5668-962	IBM
VS/COBOL Compiler	1.2.4	5740-CB1	IBM
IBM COBOL Compiler	3.4.0	5655-G53	IBM
VS FORTRAN Compiler & Library	2.6.0	5688-087	IBM
REXX/370 Compiler & Library	1.4.0	5695-013	IBM
Java 2 SDK	1.4.2	5655-I56	IBM
XML Toolkit:C++ Parser	5.2/1.8.0	5655-J51	IBM
Java Parser	4.2		
C++ XSL Transf	1.5		
Java XSL Trans	2.5		
WebSphere: Application Server	6.1.0	5655-N01	IBM
MQ Base	5.3.1		
WebSphere: Host On-Demand	8.0.0	5733-A59	IBM
WebSphere: Screen Customizer	2.0.7	5648-D76	IBM
WebSphere: Studio Enterprise Developer		5724-B67	IBM
CICS Transaction Server	2.2.0	5697-E93	IBM
CICS File Transfer	1.2.1	5798-DQH	IBM
SFUGEN	1.2.7	5798-CBH	IBM
Application System	4.2.0	5648-092	IBM
IMS/ESA Database	8.1.0	5655-C56	IBM
HDAM Randomizer	1.1.0	5798-CQG	IBM
DB2	7.1.0	5675-DB2	IBM
DB2 Utilities	7.1.0	5697-E98	IBM
DB2 Administration Tool	4.2.0	5655-I23	IBM
DB2 Performance Expert	2.1.0	5655-J49	IBM
DB2/VSAM Transparency	1.1.2	5798-FAF	IBM
Content Manager:Library Server	8.3.01	5697-H60	IBM
Distributed Workload Scheduler	3.0.0	Allen Systems Group	
CA90s Services: RIM/SSF/LMP	3.0	Computer Associates	
Easytrieve	12.0	(Pansophic)	
Easytrieve Plus: Compiler	6.4	Computer Associates	
Pan/SQL	2.4	Computer Associates	
FIX2000	1.0	Computer Associates	

File-AID: Base	8.8.0	Compuware
DB2	4.6.0	
Enterprise Common Components	1.4	Compuware
License Management System	2.0	
DesignPro Tools Professional	1.20	Elixir
NFS Maestro Client	9.00	Hummingbird
Web Focus: Reporting Server	5.3.3	Information Builders
Zip	2.3	Infozip
Unzip	5.32	Infozip
ACE	2.1.2	Memorex
Merrill Extended Guide to CPE	22.22	Merrill Consultants
SAS	9.1.3	SAS Institute

MICROCODE

2086-A04 z890-230 LIC	Driver EC	MCL
SE	55	J13486 137
ser#:_8844E	OSA ICC	J13469 008 Lev 06.29
	LPAR	J13482 012
	CFCC	J13481 010 Rel 14.0 SrLvl 0.19 OpLvl
14		
	PCI CRYPTO	J13478 000
	SE OS2 V4.5	J13886 001 14.062 UNI S390E02_TCO_015
	SE HWMCA	Ver 1.8.2
	HMC OS2 V4.5	J13890 004 14.062 UNI S390E02_TCO_015
	HMC HWMCA	J13491 051 Ver 1.8.2
2074-002 Console	Controller LH10	J11695A Lev 1.10.0
	OS2	14.062 UNI S390E02_TCO_008
	ESCON FW Ver	AP9 Rel 2.700
2105-F20 (ESS):	LIC	SC40111 VRMF 2.2.0.674 R9p
	MFE/PPS	H83141B R9.0
	FlashCopy II	F25863A
	PAV for 8TB	
	SDD	S2310119 VRMF 2.3.1.3
	CLI	C2311223 VRMF 2.3.1.2
	CIM Agent	CIM31204 VRMF 1.2.0.15
3494 (ATL) Microcode (Lib Mgr)	F23225F	Rev 3.20 PatchLvl 523.23
Extended Media Support	F23225D	Feature 9780
OS2		14.062 UNI S390E02_TCO_008
3590-A50 Microcode	H80001	1.10.10.3
	H80070	AIX 4.3.2 FixPak 3
3590-A60 Microcode	H80454	1.16.3.14
	H28244	AIX 4.3.3 FixPak 7
3995 Microcode	F24275	
Dynamic Console	C14028P	Ver 2.10053

ATTACHMENT V – CURRENT ENVIRONMENT

LIST OF ENTERPRISE BASE HARDWARE

		Qty.
Processor: z/890-230	IBM	1- 2086-A04
speed : 171 MIPS (2 90 MIPS processors)		
processors: 2 Central & 1 SAP		
memory : 16 GB		
channels : 2 Fast OSA (100 Mb/s)		
16 ESCON (200 Mb/s)		
8 FICON (1.06 Gb/s)		
4 Gb OSA (1.25 Gb/s)		
Disk: Enterprise Storage System	IBM	1- 2105-F20
Cache 8 GB		
16 Disk Arrays (8 TB Unformatted 6.6 TB Formatted 6 TB		
Initialized)		
8,352 cyl 3390-9's: 6 6.6 GB drives = 39.6 GB		
10,017 cyl 3390-9's: 468 7.9 GB drives = 3697.2 GB		
24,876 cyl 3390-9's: 6 19.7 GB drives = 118.2 GB		
32,760 cyl 3390-9's: 30 25.9 GB drives = 777.0 GB		
Open system arrays: 4 420.9 GB arrays = 1683.6 GB (Linux)		
2 Open System Cluster Switches (172.31.1.1 & 172.31.1.1)		
Tape:		
Cartridge Tape Controller	IBM	1- 3490-A01
Cartridge Tape Drives : 4 drive unit		1- 3490-B04
2 drive unit		1- 3490-B02
Automatic Tape Library: Library Frame	IBM	1- 3494-L14
Drive Frames		2- 3494-D14
Controllers		2- 3590-A50
		1- 3590-A60
Drives		8- 3590-E1A
Cartridges (EHPCT) : 750 x 40 GB (3:1 compression =120.0 GB		
effective)		
Total Storage : 29.3 TB (3:1 compression = 87.9 TB		
effective)		
Optical:		
Optical controller & Data Server	IBM	1- 3995-C3A
Drives : 1 3995-8x		
Optical OAM Library	IBM	1- 3995-C38
Drives : 6 3995-8x		
Cartridges : 258 x 5.2 GB		
Total Storage : 1.34 TB		
High Speed Laser Printers:		
Page Printers & Controllers		
180 Pages/Min	XEROX	1- DP180
96 Pages/Min	XEROX	1- DP96
Communications Equipment:		
Local Terminal Controllers: ESCON	IBM	2- 2074-002
Local Printers: Ink Jet	IBM	1- 4072
Dot Matrix	IBM	1- 4247
Laser	IBM	1- 4320-001

OS/2 Warp 4.0 Intel Servers:

Hardware Management Console (ThinkCentre)	IBM	1-	8141-KUB
2074-002 Terminal controller(xSeries342)	IBM	2-	8669
3494 Tape Library Data Server	IBM	1-	7588-T03
Optical Library Data Server	IBM	1-	8660-11U

Sun Solaris 8.0 Print Server	SUN	1
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AIX 4.3.3 RS/6000 Servers:

3590-A50 Controllers	IBM	2-	604e 200MHz
3590-A60 Controllers	IBM	1-	604e 200MHz

Windows NT 4.00 (build 1381)

2105 ESS Manager	IBM	1-	6578-THG
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Windows XP SP2 Workstations:

Console Workstations (PC 300PL's)	IBM	1-	6565-87U
	IBM	2-	6862-U8U

ATTACHMENT VI CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Requests for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below. Please print or type clearly.

Official Contact Name: _____ Title: _____

A. Email Address: _____

B. US Mail Address : _____

C. Telephone Number with Area Code: _____

D. FAX Number with Area Code: _____

Proposer certifies that the above information is true and grants permission to the State to contact the above person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- A. The information contained in its response to this RFP is accurate;
- B. The proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- C. The proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP;
- D. The proposer's quote is valid for at least 90 days from the date of the proposer's signature below;
- E. The proposer understands that if selected as the successful proposer, he/she will have fifteen (15) business days from the date of delivery of the contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____ Date: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ATTACHMENT VII PROPOSAL RESPONSE FORMAT

The proposal submitted as a response to this RFP should respond to all areas requested and should include all of the following:

1. Cover Letter

The cover letter should be addressed to the RFP coordinator on the proposer's official business letterhead, explaining the intent of the proposer. This letter should also specify the contact person for the proposal on behalf of the company, along with an alternate, their title, their US Mailing address, telephone numbers, FAX numbers, and email addresses. This letter should stipulate that the proposal is valid for a time period of at least 90 days from the date of submission.

2. Executive Summary

This section should serve to introduce the proposer's understanding of the purpose and scope of the proposal. It should include administrative information, including, at a minimum, response date and a summary of the proposer's qualifications and ability to meet the State's overall requirements.

It should include a positive statement of compliance with the contract terms. This section should include a statement that the attached proposal meets all of the requirements specified in the RFP, except as specified: (and list any limitations, constraints, or qualifications to the State that are not met). This section should also include a statement regarding the Cost Proposal including all costs for providing the consulting services as proposed in RFP. If there are any other costs that the State must incur or items the State must acquire (e.g. tools or software or equipment implicit in the proposal) to accomplish the proposed RFP these should also be listed in this section. Any special resources to be provided by the proposer should also be identified in this section.

If the proposer cannot comply with any of the contract terms, a full explanation of each exception should be supplied. The proposer should address the specific section of the Attachment VIII and exact contract language; and submit whatever exceptions or exact contract modifications that their firm may need to the given sample contract. While final wording will be resolved during contract negotiations, the intent of the provision will not be substantially altered.

3. Corporate Background and Experience/Past Performance on Similar Projects

The response should include the ability of the firm to meet the objective of this project, especially the time constraints, and on the quality, relevance and recentness of similar projects completed by the firm. The response should contain information to determine that adequate financial resources are available. Evaluators should be able to easily discern the location(s) of the firm and its size.

The proposer must have a minimum of ten (10) years experience with IBM z/OS, MVS, OS/390 (used interchangeably) operating system and the CICS subsystem.

The proposer should clearly document specific examples where the firm has completed project that involve similar complex operations. The proposer should supply the names with addresses and phone numbers, experience level, and other pertinent material to establish the successful technical software support of at least three (3) data processing projects in a governmental environment, similar in scope to that required by the State. The proposer should elaborate upon any specialties, experience, or other such information which would qualify the proposer for this project. The State will be free to contact all clients indicated by the proposer; however, all comments regarding past performance will be kept in confidence by the State to the extent allowed by law.

4. Proposed Project Staff

One (1) person must be specified, who will be dedicated, on-site, and committed to this project for its duration. The resume must be provided for the key person who is proposed to work on this project. If this individual has previous experience(s) on a project similar to this project, it/they should be the first experience(s) listed on the resume. Once a contract is executed, the Contractor's key person assigned to this contract in response to this RFP may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed, provided an equally qualified replacement is offered. In the event that any State or Contractor person becomes unavailable due to resignation, illness, or other factors, excluding assignment to a project outside of this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, as the case may be, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks.

Skills and Capabilities Chart. A signed and completed Skills and Capabilities Chart shall be completed and included in this section of the proposal based on the skills and capabilities of the one (1) dedicated individual assigned to this project. This will enable evaluators to easily discern the skill sets of the proposed project staff.

5. Cost Proposal Information

Price Schedule. A signed and completed Price Schedule similar to the one shown in Attachment II must be provided. Total costs to be submitted must be all inclusive (travel, lodging, meals, etc.) and reflect the maximum amount to be paid under the contract. This cost is to be based on an hourly rate, **at a maximum of 1600 hours for the fiscal year.**

6. Administrative Section

Board Resolution. A certified copy of a board resolution granting such authority to sign documents on behalf of the organization is required in the proposal. All documents requiring a signature in the proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization.

Certification Statement. A completed and signed RFP Certification Statement is required in the proposal. This statement acknowledges that the RFP has been read and understood in its entirety by the proposer, including attachments. The Certification Statement can be found in Attachment VI.

ATTACHMENT VIII CONSULTING SERVICES CONTRACT

STATE OF LOUISIANA CONTRACT

On this___ day of___, 20___, the State of Louisiana, Department of Transportation and Development, hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions and subject to the terms and conditions.

1.0 SCOPE OF SERVICES

The contract is to define the terms and conditions, certain tasks, establish the responsibilities for accomplishing the tasks, and prescribe the payment for that work which has been clearly identified in Section 3.0 Technical Requirements.

1.1 CONCISE DESCRIPTION OF SERVICES

The State, with a headquarters location in Baton Rouge, and District offices statewide, has a complex information technology environment comprised of an enterprise mainframe server along with robust LAN/WAN client/servers. This environment includes mainframe operating system software, network software and online applications, along with client/server and web based applications. This support will provide on-site software support by supplemental technical software staff of one dedicated individual for an average of 110 hours per month on an as needed basis, with the total for the fiscal year not to exceed 1600 hours. Support tasks include and are not limited to the following: A) Problem resolution on IBM System/390, B) Maintenance support for CICS/ESA subsystem, C) Skills transfer to State IT Technical support staff, D) z/OS operational tasks. This support provides the ability to troubleshoot, modify, maintain, and enhance the State z/OS Operating system, subsystems and related mainframe components such as COBOL, JCL, Assembler, IMS, VSAM, CICS, DB/2, HSM, SMS, TCP/IP, Content Manager, Host on Demand, Infoprint Server, Tivoli Storage Manager, OAM, Linux, Netview, REXX, SCLM, SMP/E and on-line 3270 communications. This support assists with new product development and implementation and provides input to State's IT Staff on infrastructure related issues, products and best practices.

1.2 FINAL STATEMENT OF WORK

For the final Statement of Work, see Exhibit A of this contract. For Contractor's response, see Exhibit B of this contract.

1.2.1 INTRODUCTION

This Statement of Work defines the tasks to be performed, the required deliverables, the completion criteria, estimated completion dates, the estimated cost; and establishes the responsibilities for accomplishing these tasks.

1.2.2 GOALS AND OBJECTIVES

The goal and objective of this contract is to provide the State with on-site, supplemental technical software support staff with the addition of Contractor's one dedicated individual located on-site at the State's headquarters location. In order for the State's Information Technology Section to provide the necessary operational, maintenance, and migration services and support for the State's mission critical enterprise server (mainframe), system software and enterprise application systems, it is necessary to enhance and supplement our in-house skill sets with outside technology professionals. With the expertise provided by this consultant on-site, the State will be able to achieve State's objectives in this area in a timely manner.

1.2.3 PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, as identified in 1.2.4, authorized on behalf of the State to evaluate the contractor's performance against the criteria in the Statement of Work.

The performance measure for the services under this contract will be determined from the Monthly Status Report to be submitted to the State's IT Technical Support Supervisor, the State's IT Deputy Director, or the State's IT Director, who will approve the report based on an average of 110 hours per month of on-site supplemental technical staff support with technical issues with the total for the fiscal year **not to exceed 1600 hours**. Once approved, the report will be forwarded to the State Project Manager for final approval and submittal for payment.

1.2.4 MONITORING PLAN

The State Project Manager, Mr. Tyrone Carter, IT Technical Support Supervisor, will be authorized on behalf of the Agency to monitor the services provided by the Contractor and the expenditure of funds under this contract. Tyrone Carter, IT Technical Support Supervisor will be primarily responsible for the on-site, day-to-day contact with the Contractor and day-to-day monitoring of the Contractor's performance. The method used to monitor the contractor's performance will be through the use of a Monthly Status Report.

1.2.5 TASK SCHEDULES

Under the provisions of this Contract and within its Scope of Services additional Task Schedules may be added, provided:

- a. The Work performed is clearly within the Contract's Statement of Work,
- b. The aggregate of the costs for all Task Schedules shall not exceed the maximum amount stated in the contract, and
- c. Both parties mutually agree in writing to the Task Schedule to be added.

1.2.6 TASK NO. 1

A. Task Description

This is defined in Exhibit A, Final Statement of Work

B. Contractor Tasks and Responsibilities

This is defined in Exhibit A, Final Statement of Work.

C. Schedules and Deliverables

This is defined in Exhibit A, Final Statement of Work.

D. Completion Criteria

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work. Deliverables will be accepted under the provisions of Acceptance of Deliverables.

E. State Responsibilities

This is defined in Exhibit A, Final Statement of Work.

F. Cost

This is defined in Exhibit B, Contractor's Response.

1.2.7 CHANGES OR ADDITIONS TO TASK SCHEDULES

A. No changes or additions to the Statement of Work (e.g., additions or changes to existing task schedules) are authorized which would cause the maximum fee, as specified under Compensation and Maximum Amount of Contract, to be exceeded without a properly executed Contract Amendment.

B. Changes to this Statement of Work (e.g., changes or additions to Task Schedules) will be processed in accordance with the following procedure:

- A Task Change Request (TCR) will be the vehicle for communicating a change to an existing task or for adding a new task. The TCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated State Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Contractor and State Project Manager will review the proposed change and approve it for further investigation or reject it. Contractor will specify any charges that may be required for such investigation. If the investigation is authorized by the State Project Manager, he/she will sign the TCR which will constitute the approval for the investigation charges. Contractor will invoice the State for any such charges. The investigation will determine the effect that the implementation of the TCR will have on price, schedule and other terms and conditions of the Agreement.
- Written authorization by both parties of a Task Change Authorization must be

signed by both parties to authorize implementation of the investigated changes upon approval of OSP or OCR.

2.0 ADMINISTRATIVE REQUIREMENTS

2.1 TERM OF CONTRACT

This contract shall begin on July 1, 2006 and shall end on June 30, 2007. The State has the right to extend this contract up to a total of three years with the concurrence of the Contractor and all appropriate approvals. In no event shall the term of this contract, including extensions hereto, be for a period of more than three (3) years.

2.2 STATE FURNISHED RESOURCES

State shall appoint Mr. Tyrone Carter as State Project Manager for this Contract who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned State Project Manager shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

The State shall furnish other resources as defined in Exhibit A, Final Statement of Work.

2.3 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith. Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

3.0 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of \$[TO BE INSERTED] _____. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in the Statement of Work. Payments will be made to the Contractor after written acceptance by the State of the monthly invoice. State will make every reasonable effort to make payments within 30 work days of the approval of invoice and under a valid contract. Payment will be made only on approval of the State Project Manager. During the execution of tasks contained in the Statement of Work, the Contractor shall submit invoices, in arrears, and not more frequently than monthly, to the State reflecting the number of work-hours expended by the Contractor in the performance of the tasks and the hourly rates according to the type of personnel providing services.

The hourly rates are as follows:

1 Consultant @ 1600 hours X \$ [TO BE INSERTED] ____/hour

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of

progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract.

4.0 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting contractor will be considered. Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the state to cure the defect.

4.2 TERMINATION FOR CONVENIENCE

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

4.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5.0 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior

written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

6.0 SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

7.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and

performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

8.0 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statute 39:1524-1526.

9.0 RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the Division of Administration, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10.0 CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11.0 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contract. If the methods and procedures employed by the Contractor for the

protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance is the contractor to discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Insurance.

12.0 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State for any breach in the performance of the Contractor's duties.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-:VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice

in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15.0 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16.0 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17.0 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18.0 COMPLETE CONTRACT

This agreement is the complete contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19.0 ORDER OF PRECEDENCE

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein: however, where provisions are in conflict, first priority shall be given to the provisions of this Contract; second priority to the State's RFP; third priority shall be given to the Contractor's response to the RFP.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

STATE'S SIGNATURE

DATE

DATE

EXHIBIT A
FINAL STATEMENT OF WORK

(This page intentionally left blank – to be completed in final contract.)

EXHIBIT B
CONTRACTOR'S RESPONSE

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